

COLLABORATION AGREEMENT

THIS AGREEMENT is made the 10 day of MARCH 2011

BETWEEN:

- (1) **CARDIFF UNIVERSITY** whose administrative offices are at 7th floor, 30-36 Newport Road, Cardiff CF24 0DE ("**Cardiff**"); and
- (2) **HAWLER MEDICAL UNIVERSITY** whose administrative offices are at P.O. Box 178, Erbil, Iraq ("**Hawler**")

hereinafter jointly or individually referred to as "**Parties**" or "**Party**"

BACKGROUND:

- (A) Cardiff has received funding from the British Council for the purposes of establishing collaborative working relations with Hawler to support the development of undergraduate clinical medical education in accordance with the Department for International Development funded DelPHE-Iraq project.
- (B) The Parties wish to enter into this Agreement to further define and record their binding commitments with regard to certain aspects of their collaborative relations.

IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND CONDITIONS HEREIN THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"Funder"	shall mean the British Council;
"Funding Agreement"	shall mean the letter agreement, including all Annexes thereto between the Funder and Cardiff dated 05 November 2010 confirming the award of funding to Cardiff for the purposes of the Project as attached at Schedule 1;
"Intellectual Property"	shall mean collectively and individually any and all intellectual property rights arising or subsisting in any part of the world including: <ol style="list-style-type: none">(a) inventions, patents, registered designs, domain names, trade marks (whether registered or unregistered);(b) copyrights, rights in the nature of copyrights, moral rights, design rights and database rights;(c) trade names and logos;(d) know-how and trade secrets;(e) all or any similar or equivalent rights; and(f) applications for any of the foregoing detailed in paragraphs (a) to (e) and the rights to apply therefore in any part of the world;

- "Project" shall mean the project funded by the Funder entitled, *"Transforming undergraduate clinical skills practical procedure teaching through friendship and collaborative working"*;
- "Teaching Materials" shall mean all information, documents, reports, models and/or materials (including electronic media), together with all Intellectual Property therein provided to Hawler by Cardiff during or in connection with the performance of the Project.

- 1.2 Reference to any statute or statutory provision shall include any amendment, modification or re-enactment thereof.
- 1.3 The words "including" and "includes" shall not be given a restrictive meaning and shall be construed without limitation.

2. THE PROJECT

2.1 The Parties shall each:

- 2.1.1 perform their part of the Project with reasonable skill and care as set out more particularly in the Funding Agreement and in accordance with good academic practice and the terms and conditions hereunder;
- 2.1.2 act towards the other Party conscientiously and in good faith and not allow its interests to conflict with the duties that it owes the other Party under this Agreement; and
- 2.1.3 comply with all applicable laws and regulations relevant to this Agreement and any work undertaken by it in the performance of the Project.

2.2 Hawler shall:

- 2.2.1 observe and be bound by the conditions of the Funding Agreement and any other conditions imposed or instructions issued by the Funder from time to time, as if it were a party to the Funding Agreement, and insofar as they are capable of performance by Hawler and necessary for Cardiff to fulfil its obligations under the Funding Agreement;
- 2.2.2 refrain from doing anything which may have the effect of putting Cardiff in breach of its obligations under the Funding Agreement;
- 2.2.3 provide reports to Cardiff and to provide other information and attend such meetings as may be required by Cardiff to ensure the efficient performance of the Funding Agreement; and
- 2.2.4 do all that is reasonably necessary to enable Cardiff to comply with any audits either of a technical or financial nature required by the Funder.

- 2.3 In the case of conflict between this Agreement and the Funding Agreement, the terms of this Agreement shall prevail insofar as such dispute relates to the Parties.

3. DURATION

- 3.1 This Agreement shall commence retrospectively from 05 November 2010 and shall continue in full force and effect until the Parties have fully discharged their obligations hereunder, or unless otherwise terminated in accordance with clause 9 (Termination).

4. FUNDING

- 4.1 In the event that Cardiff is required to make any payments to Hawler for the purposes of the Project, it shall not do so until the completion of a separate written agreement between the Parties setting out in full the value of the payment together with all relevant and necessary invoicing and payment requirements.
- 4.2 Hawler shall be responsible for keeping full and proper accounts and records of any payments made or received in connection with the Project and shall permit Cardiff access to such records or other financial information related to the Project as may be required by Cardiff to fulfil its obligations to the Funder.
- 4.3 Hawler acknowledge and accept that any payments by Cardiff in connection with the Project are contingent upon receipt of sufficient monies from the Funder and that it may be subject to requests for reimbursement in full or in part where Cardiff is required to provide the same to the Funder.

5. INTELLECTUAL PROPERTY

- 5.1 The Teaching Materials shall be the sole property of Cardiff and Hawler has and shall have no right, title, interest or license in respect of such Teaching Materials other than any right, title, interest or license expressly detailed in this Agreement.
- 5.2 Cardiff hereby grants to Hawler a royalty free licence to use the Teaching Materials subject always to the following:
 - 5.2.1 the Teaching Materials shall be used for internal, non-commercial, teaching and educational purposes only;
 - 5.2.2 the Teaching Materials shall not be used, reproduced, adapted, modified, sold or otherwise disposed of, in whole or in part, for any commercial purpose and/or for the benefit of any third parties other than as permitted by this Agreement; and
 - 5.2.3 any use of the Teaching Materials by Hawler shall appropriately acknowledge and reference, in a form approved by Cardiff, Cardiff as the party who has developed the Teaching Materials and to whom the Teaching Materials and all intellectual property rights therein belong.
- 5.3 The licence in this clause 5 shall be for the duration of the Project and for a period of 3 years thereafter. Any extension or amendment to the period and/or to the terms of the licence shall be at the sole discretion of Cardiff and shall not take effect until confirmed in writing by an authorised representative for each Party.
- 5.4 Hawler acknowledge and accept that the licence to the Teaching Materials under this clause 5 is granted at the sole discretion of Cardiff and shall be revocable in the event that:
 - 5.4.1 Hawler breach the licence terms set out at clause 5.2 and/or otherwise act in breach of this Agreement and/or
 - 5.4.2 this Agreement is terminated in accordance with clause 9 (Termination).

6. PUBLICATION AND PUBLICITY

- 6.1 Hawler shall be permitted to publish and disseminate knowledge and information in connection with the Project provided always that it:
 - 6.1.1 refers all proposed publications to Cardiff and obtains prior written consent from Cardiff, such consent not to be unreasonably withheld or delayed;

- 6.1.2 adheres to the Funder's requirements regarding publications as set out more particularly in the Funding Agreement; and
- 6.1.3 appropriately acknowledges the contribution of Cardiff in accordance with good academic practice and as may be directed by Cardiff from time to time.
- 6.2 Cardiff shall ensure that, where appropriate, publications relating to the Project appropriately acknowledge the involvement of Hawler.
- 6.3 Neither Party shall use the name of the other Party or the Funder directly or by inference for publicity purposes without the prior written approval of the other or the Funder as appropriate. Any consent required in relation to the use of the name of Funder will be sought by Cardiff on behalf of the Parties.

7. CONFIDENTIAL INFORMATION

- 7.1 Both Parties agree to keep confidential and to not, without the express prior written consent of the other Party, disclose to any third party any details, correspondence, information, data, results and intellectual property of a confidential nature, relating to the Project or the technical, commercial or financial affairs of a Party save to the extent that any such disclosure is required by any law or any court order and in which case such disclosure shall be to the minimum extent permitted.

8. LIABILITY

- 8.1 Cardiff shall use reasonable endeavours to ensure the accuracy of any Teaching Materials it supplies under this Agreement for the purposes of the Project and where any inaccuracies, errors or omission are identified by Hawler, Cardiff shall seek to correct any such errors within a reasonable period following such notice.
- 8.2 Hawler shall be entirely responsible for its use of the Teaching Materials and no warranty, condition or representation of any kind is made, given or to be implied as to their sufficiency, accuracy or fitness for purpose.
- 8.3 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury arising from the negligence of such Party.
- 8.4 In no circumstances shall a Party be liable to the other under or in connection with this Agreement for:
 - 8.4.1 loss of contracts, loss of goodwill, loss of opportunity, loss of profits or loss of revenue; or
 - 8.4.2 consequential or indirect loss or special loss or damage of any nature whatsoever.

9. TERMINATION

- 9.1 Either Party may terminate the Agreement by with immediate effect by mutual consent or by notice in writing to the other Party in the event that the other Party is in material breach of this Agreement and the breach (where remediable) is not remedied within 30 days of the other Party receiving notice of it.
- 9.2 Cardiff may terminate this Agreement with immediate effect in the event that the Funding Agreement is terminated for any reason.
- 9.3 Upon termination of this Agreement for whatever reason, Hawler shall:
 - 9.3.1 take prompt action to bring the performance of any obligation under the Agreement to an orderly conclusion; and

9.3.2 at the reasonable request Cardiff, return to the Cardiff, or destroy (as directed) all copies of information, materials or other property belonging to or provided by the Cardiff and in the control or possession of the Hawler at the time of termination.

9.4 Clauses 2.2, 4, 5, 6, 7, 8, 9.3, 10 and 11 shall survive termination howsoever caused.

10. DISPUTES

10.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle any dispute as soon as practicable. Such negotiations shall take place in the first instance at an operational level within each of the Parties. In the event that any dispute is not resolved at that level the matter shall be escalated by each Party to appropriate managerial level within its respective organisation to further and resolve such negotiations.

10.2 If, following escalation pursuant to clause 10.1 of this Agreement the dispute has not been settled within a reasonable time of the date the matter is referred to managerial level the Parties shall discuss, in relation to the dispute in question, the relative advantages and disadvantages of any appropriate methods of dispute resolution (other than litigation through the courts) with a view to agreeing the most appropriate method of dispute resolution and the rules and procedures which shall apply thereto no later than 28 days of the date of such notice (or sooner if the nature of the dispute so requires.)

10.3 Nothing in this clause shall prevent any Party at any time from referring any dispute to the courts of England and Wales.

11. GENERAL

11.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof. Any modifications or amendments to this Agreement shall be made in writing and signed by authorised representatives of each Party.

11.2 **Third Party Rights:** The Parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

11.3 **Amendments:** No amendment or variation of this Agreement will be effective without the prior written agreement of an authorised representative of each of the Parties.

11.4 **Force Majeure:** Neither Party shall be liable under or be deemed to be in breach of this Agreement for any failure or delay or for the consequences of any failure or delay in performance of this Agreement which results from circumstances beyond its reasonable control.

11.5 **Assignment:** Neither Party shall assign or sub-contract any or all of its rights and obligations under this Agreement without the prior written consent of the other Party, which shall not unreasonably be withheld.

11.6 **Counterparts:** This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which shall constitute one and the same instrument.

11.7 **Governing Law:** This Agreement is made and shall be interpreted in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English and Welsh courts.

Signed for and on behalf of:
CARDIFF UNIVERSITY

Signed

Geraint W. Jones

Name and Position

Geraint W. Jones
Director
Research and Commercial Division

Date

10 March, 2011



Signed for and on behalf of:
HAWLER MEDICAL UNIVERSITY

Signed

Pishtaman

Name and Position

Pishtaman H. Al-Bazzaz / President

Date

18 Jan 2011



SCHEDULE 1
Funding Agreement



British Council, Bridgewater House
58 Whitworth Street, Manchester M1 6BB, UK
T +44 (0)161 957 7000
F +44 (0)161 957 7111
Minicom +44 (0)161 957 7188
www.britishcouncil.org

Our Ref R2.6
Tel +44 (0)161 957 7671
E-mail Delphe-iraq@britishcouncil.org

Ms Sian Williams
School of Medicine
Room UGT153, Upper Ground Floor
Main Building Heath Park Campus
Cardiff University
Cardiff
CF14 4XN

05 November 2010

Dear Ms Williams

DFID DelPHE-Iraq Funding Grant Agreement

Project title: Transforming undergraduate clinical skills practical procedure teaching through friendship and collaborative working.

Lead Partner Institution: Cardiff University

Partner Institution(s): Hawler Medical University

1. This Agreement and the attached Annexes set out the terms and conditions on which the British Council, a Charity registered in England and Wales at 10, Spring Gardens, London SW1A 2BN under number 209131 acting through its local office in Manchester, Bridgewater House, 58, Whitworth Street, Manchester M1 6BB ('the Council') proposes to provide funds to Cardiff University (the Lead Institution), for the purposes of implementing activity in accordance with the above Department for International Development (DFID) funded DelPHE-Iraq project. These activities are set out in detail in Annex 1 ('the Project Proposal'). This Agreement and its Annexes are to be read as one document and together constitute the Lead Institution's Agreement with the Council.
2. The Project Proposal (Annex 1) is provided by the Lead Institution in collaboration with the Project Partners listed above.
 - 2.1 The Lead Institution and the Partner Institution (s) together will hereby be referred to as 'the Partnership'.
 - 2.2 The British Council and the Lead Institution(s) together will hereby be referred to as 'the parties'.
3. The Annexes forming part of this agreement are:
 - Annex 1 - Project Proposal
 - Annex 2 - Mid-term Project Report Template
 - Annex 3 - End of Project Report Template
 - Annex 4 - Activity and Financial Plan



British Council and Cardiff University/2010

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Duration of the Agreement

4. This Agreement will take effect from the date when the second of the two parties signs and will last for twelve months until 30th November 2011 or until the date of the last payment/recovery by the Council, whichever is earliest unless prematurely terminated in accordance with the provisions of clauses 15, 36-39 below.

Conditions

5. To claim this grant award the Lead Institution hereby warrants and guarantees to abide by terms and conditions herein including but without limitation to the following
 - 5.1 To deliver all aspects as agreed in the Project Proposal (Annex 1)
 - 5.2 To use the grant award exclusively to cover the Partnership's costs of the activities which were detailed in the agreed Project Proposal (Annex 1) and Activity and Financial Plan (Annex 4) and or in subsequent amendments agreed in advance with the Council in writing.
 - 5.3 To undertake to inform the Council if the said activity as outlined in the Project Proposal should fail to take place or is to take place in a modified form and accepts that the Lead Institution may be obliged to return part or all of the award in such circumstances.
 - 5.4 To be responsible for the reimbursement of project related costs to any Partner Institution (s) named within this agreement. The Council reserves the right to withdraw from funding the project should either the Lead Institution or Partner Institution (s) breach the terms and conditions of this Agreement
 - 5.5 Agree to return the award in full if they fail to submit all required reports by the specified deadline without the prior agreement of the Council
 - 5.6 To repay the Council (via Crown Agents Bank) any part of the grant award that remains unspent as indicated by the final statement of expenditure

Payment of the Grant Award

6. In consideration of the proposed activity as detailed in Annex 1, the Council undertakes to provide support to the collaboration between the Lead Institution and the Partner Institution(s) in the form of a grant award of up to a maximum of £19204.50 for twelve months.
7. Payment shall be made by the Council to the Lead Institution via Crown Agents Bank in accordance with the reporting requirements referred to in the indicative payment schedule below and in clause 12 of this agreement.
 - 7.1 Payment will be made as described in clauses 6 and 7, contingent upon the Lead Institution's evidence of satisfactory project progress as detailed in the completed Mid-term Project Report (Annex 2), End of Project Report (Annex 3) and the Activity and Financial Plan (Annex 4) and all supporting documentation as outlined in clause 12 below. The payment and reporting schedule is as follows:

Payment/Report	Percentage payable and maximum payable	Requirements
1	95% 2010-11 budget totalling a maximum of £18,244.28	Upon receipt of signed Grant Agreement Letter between the Council and the LEAD Institution (the non-Iraqi institution).
2	Production of mid-term report	Around May/June 2011
3	Final 5% of 2011-12 budget totalling a maximum of £960.22	By January 2012 the LEAD Institution must submit: Updated Activity and Financial Plan (Annex 4) completed with further DelPHE-Iraq project expenditure and supporting receipts/invoices. Completed End of Project Report (Annex 3)

7.2. Payment of grant funds will be made by Crown Agents Bank (on behalf of the Council) direct to the Lead Institution, which will be responsible for the reimbursement of any project related costs to the Partner Institution (s), unless otherwise agreed in writing with the Council.

7.3 Any unspent funds at the end of the project will be returned to the Council (via Crown Agents Bank) after submission of Annex 3 and Annex 4 by dates agreed with the Council.

8. Payments are contingent on project progress and expenditure to date, and may be adjusted according to progress made.

Eligible expenditure

9. The grant award is to be used as a contribution towards the cost of the activity described in the Project Proposal (Annex 1) and in accordance with the conditions set out in clause 6 above.
10. The Council reserves the right to request justification for expenditure to ensure it is in keeping with the aims and objectives of the overall DelPHE-Iraq project and the Project Proposal. It is therefore advisable for the Partnership to contact the Council if they are unsure about the eligibility of certain expenditure prior to spending the money.
11. The following is presented to provide some clarity on eligible and ineligible costs, however this list is not exhaustive and if uncertain you should contact the Council through delphelraq@britishcouncil.org

11.1 All items of expenditure must be directly related to the development and delivery of this Project, as detailed in the Project Proposal at Annex 1.

CANNOT FUND	MAY BE CONSIDERED	CAN FUND
<p>Staff time /replacement costs for permanent members of staff in any partner HE institutions.</p> <ul style="list-style-type: none"> • Consultancy fees. • PhD studies, under or postgraduate course fees. • Bench fees • Purchase or rental of equipment such as desks, chairs, filing cabinets, photocopiers, facsimile & answering machines. • Mobile phone rental or purchase • Entertainment costs. 	<p>For these types of activity to be funded applicants need to clearly illustrate the value of these proposed activities and how they are essential to the overall success of the project.</p> <ul style="list-style-type: none"> • Secretarial /administrative staff costs in HE institutions up to £5,000 per year (Iraq only). • One-off fees for external experts delivering lectures, facilitating training, workshops or seminars a maximum of 7.5% of total project budget. (NB: These costs can only be one-off and not on an ongoing basis throughout the lifetime of the project.) 	<ul style="list-style-type: none"> • International economy return air travel, accommodation and local subsistence costs. • Travel to & from the airport (UK & overseas) & any related in-country travel costs. • Visas & vaccinations for visitors (if essential for travel). • Meetings, training events, seminars, dissemination workshops, conferences integral to partnership (including room hire, accommodation, catering, travel & subsistence for participants where appropriate). • Publications and associated printing costs, web pages development by in-house/external providers (Iraq only). • Appropriate fieldwork costs & in addition costs for research /data collection staff in country • English language training (up to a limit of 2.5% of agreed project funding) & IT updating courses (up to a limit of 2.5% of agreed project funding) • Essential purchase of books for use by HE institutions - maximum of £500 per project (Iraq only) & essential project equipment up to a limit of £1,250 on average (up to a limit of 2.5% of agreed project funding). If further consumables are required, please state clearly why these are essential to the project • Medical insurance (only where not covered by blanket insurance). • Bank charges of up to 2.5% of agreed budget for transfer of funds to other partners by lead partner institution & any charges applied by main funding transfer from Crown Agents

Reporting Requirements

12. The Lead Institution undertakes to submit to the Council a completed Mid-term Report (Annex 2) in May/June 2011 and an updated Activity and Financial Plan (Annex 4) including all expenditure to date and a completed End of Project Report (Annex 3) by January 2012 as outlined in the indicative payment schedule in clause 7 of this Agreement. Where appropriate, copies of materials/resources developed including videos/audio tapes/photos of the collaboration should be provided with the statement. The Lead Institution undertakes to submit alongside these at each reporting stage, the following supporting documentation:
 - 12.1 Copies of all appropriate receipts including air tickets, visas, other related travel, accommodation, venue hire, consumables, equipment, one off fees for experts etc.
 - 12.2 Receipts for any single item purchase of £500 and above against the grant.
 - 12.3 Documentary evidence of tender for any single item purchase of £1000 and above against the grant.
 - 12.4 All procurement made through the grant award must provide value for money.
 - 12.5 All documentary evidence of expenditure must be kept for a minimum of seven years.
13. The Lead Institution will keep full and proper accounts and records with regard to the grant award and with regard thereto the Council shall be entitled to copies of the bank statements, to production of receipts and vouchers for all expenditure incurred and to audit the administration thereof.
14. Where DFID or the Council requires more information or considers that any report and/or other documentation is not acceptable, or where the Council believes that the performance of the activity undertaken is not in accordance with this Agreement, the Council shall provide sufficient details to the Lead Institution to allow the Partnership to rectify the situation. If DFID or the Council remains dissatisfied it reserves the right to terminate this agreement and/or withhold payment of all or part of the sums and/or demand full or part repayment of the grant monies received under this Agreement.
15. The Lead Institution undertakes to work with the Council to monitor and evaluate progress made towards achieving the project objectives through regular communication, face to face meetings if required and progress reports and agrees to provide any relevant information related to the activities detailed in the Project Proposal (Annex 1) as and when requested.

VAT and taxes

16. Nothing in this agreement is intended to create a VAT taxable supply and it is the Council's understanding that the disbursement of funds in support of the activities within the Project Proposal (Annex 1) and in this manner are zero-rated for value added tax purpose.
17. All amounts payable by the Council to the Lead Institution as indicated in Clause 7 are inclusive of any VAT properly chargeable.
18. It must be noted that the Lead Institution in pursuance of the activity under this Agreement will be responsible for the payment of all taxes as they may be levied under the applicable law, the amount of which is deemed to have been included in the amounts described in this Agreement. The Lead Institution hereby undertakes that the sums paid under this Agreement will be used solely for the activities specified in Annex 1 of this Agreement.
19. It is the intention of the parties to this Agreement that it represents a grant agreement for activity specified in the Project Proposal (Annex 1). Accordingly, any amounts paid under this Agreement are the Lead Institution's business income; the Lead Institution will be responsible for including such amounts in the accounts of its business and for paying any tax and national insurance which may be due thereon, if appropriate.

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Skill and care

20. The Lead Institution undertakes to use reasonable skill, care and diligence in the execution of the project proposal as set out in Annex 1 including any material amendments agreed with the Council. This includes reporting according to the requirements set out in Annex 2 and Annex 3. The agreed activity schedule is detailed in Annex 1 and the agreed financial plan and budget is detailed in Annex 4; all figures are quoted in GB Pounds sterling.
21. The Lead Institution is responsible for notifying the Council without delay if there are any problems in project implementation or communication among partners.

Equal Opportunities

22. The Lead Institution hereby confirms that its organisation is committed to working in accordance with the principals of Equal Opportunities and that it will on request provide the Council with a copy of any Equal Opportunities policy or statement which its organisation uses.

Liability, indemnity and related matters

23. Except to the extent required by law, the Council will have no liability for any loss or injury (including death) or damage whatsoever caused or suffered by the Partnership, its servants, agents or associates arising out of or in connection with this Agreement. In addition, the Lead Institution hereby undertakes to indemnify the Council in respect of any claims of whatever kind made against the latter which arise from any negligent performance of the Lead Institution's duties under this Agreement or from any wilful misconduct by it, its servants, agents or associates.
24. The Lead Institution is responsible for arranging and bearing the cost of any insurance which the Lead Institution considers necessary in connection with this engagement; this includes cover in respect of death, illness, accidental injury on and off duty, disability and healthcare and also travel insurance and cover for personal possessions.
25. The Lead Institution will not accept for its own benefit or that of anyone else any bribe, trade, commission, discount or similar payment in benefit or kind arising out of or in connection with the activities pursuant to this Agreement.

Copyright and confidentiality

26. Any use made by the Lead Institution of materials produced in the course of this Agreement must include acknowledgement of DelPHE-Iraq, and the Council's and DfID's role in it (see clause 28 below).
27. The Partnership hereby grants to DfID, by way of the Council, a world-wide royalty free licence in all media in perpetuity to use the reports and materials and any other documentation produced in the course of the agreement, except the financial documentation required to be produced under the Agreement.
28. Any publication produced in the course of this Agreement must include acknowledgement of DelPHE-Iraq, together with the Council's and DfID's role in it by inclusion of the following statement:

"This document is an output from the DelPHE-Iraq Project funded by the UK Department for International Development (DfID) for the benefit of the UK and Iraq HE institutions. The views expressed are not necessarily those of DfID or British Council"
29. The Lead Institution undertakes that during this Agreement and after the termination of this Agreement, no disclosure to any third party of any confidential information arising from it will be made (other than in the proper performance of duties), except by prior written agreement with the Council.

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30. The Partnership shall not at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the British Council or DFID or their respective officers, employees, agents or contractors.

Data Protection

31. The Lead Institution undertakes to comply with the provisions of the Data Protection Act 1998, and any modification or re-enactment thereof, in its handling of any personal data further to the performance of this Agreement
32. The Lead Institution acknowledges that the British Council is subject to the Information Disclosure Requirements and shall assist and cooperate with the British Council to enable the British Council to comply with those requirements.
33. The Lead Institution warrants that the delivery of the activities contained in the Grant Application Form does not and will not infringe on any third party's Intellectual Property Rights.

Sub-contracting and assignment

34. Save with respect to the work to be undertaken by the Partnership as outlined in Annex 1, the Lead Institution will not, without the prior written agreement of the Council, assign or transfer, or cause to be assigned or transferred, this engagement or any part, share or interest therein to any third party.
35. The British Council shall be entitled to assign this agreement.

Termination of Agreement by the Lead Institution

36. The Lead Institution may withdraw their request for a grant award and terminate the Agreement at any time by giving 30 calendar days' written notice stating the reasons
- 36.1 In the event of any such notification the Lead Institution shall submit an account in writing which shall state the amount spent taking into account all costs properly incurred or committed by them in relation to the agreement or its termination which cannot be recovered. Any sums over and above this will be refunded by the Lead Institution to the Council (via Crown Agents bank) within 14 days of the termination date. Always provided that payments are within the financial limits stated in clause 7 and not subject to dispute, the Council shall pay all fees, expenses and other sums due and outstanding under the terms of this agreement up to and including the date of termination.

Termination of Agreement by the Council

37. The Council may at its sole discretion by giving not less than 30 days written notice terminate this agreement and inform the Lead Institution of the Council's decision by written notification to that effect. In the event of the agreement being so terminated, the Lead Institution shall take such steps as are necessary to bring the activities to an end, (including terminating any subcontracts placed by them) in a cost effective, timely and orderly manner.
38. In addition the Council may terminate this Agreement with immediate effect in the event of the Lead Institution becoming bankrupt or insolvent. For the avoidance of doubt this includes:
- Making a composition or arrangement with creditors; or
 - Having a proposal approved in accordance with the Insolvency Act 1986 for a voluntary arrangement for a composition of debts or scheme of arrangement; or
 - Having an application made under the Insolvency Act 1986 to the court for the appointment of an administrator or receiver or manager of the business or undertaking; or

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- Having appointed an administrative receiver as defined in the Insolvency Act 1986.
39. The preceding clause is subject to the proviso that this Agreement may be reinstated and continued if the Council and the Lead Institution, its administrator, trustee in bankruptcy, receiver or manager, as the case may be, so agree.

Variation

40. This Agreement may be varied only by advance agreement in writing between the parties.

Force majeure

41. If the performance of this Agreement is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure which will mean any event beyond the control of the party affected, then the party so affected will promptly notify the other in writing.
42. Where such an event has occurred and upon receipt by the other party of such notice, the obligations of both parties will cease or shall be suspended for an appropriate period of time to be arranged in writing between the parties.

Cessation and suspension of obligations

43. In the event of the cessation of obligations the Council will pay:
- any sums due or outstanding under the terms of this Agreement at the date of cessation;
 - reimbursement of reasonable expenses directly and necessarily incurred after the relevant date in winding up this Agreement.
44. In the event of the suspension of obligations the Council will pay any sums due and outstanding under the terms of this Agreement at the date of suspension. Reimbursement of reasonable expenses directly and necessarily incurred after the date of suspension will be discussed and may be agreed on a case-by-case basis.

Disputes

45. Should the Lead Institution and the Council be in dispute on the meaning or interpretation of any of the terms of this Agreement, including a failure to agree on an event of force majeure under clause 41-42, the matter will be referred to an arbitrator to be nominated by the parties or, failing agreement, to be agreed by the President for the time being of the Law Society of England and Wales on the application of either party, and the decision of the arbitrator will be final and binding on both parties.

Governing law

46. This Agreement will be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Signatures


47. If the terms and conditions set out in this letter and in the attached Annexes are acceptable to the Lead Institution, please sign and date two copies of this letter where indicated, keep one copy and return the other signed version to:

Martina Völker, DelPHE-Iraq British Council, Bridgewater House, 58 Whitworth Street Manchester, M1 6BB.

Signed for and on behalf of British Council:

For and on behalf of (the Lead Institution):


Name: Martina Völker
Position: Grant Awards Manager


Name:
Position: FINANCIAL CONTROLLER

Date: 05 November 2010

Date: 18/11/10

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British Council, Bridgewater House
58 Whitworth Street, Manchester M1 6BB, UK.
T +44 (0)161 957 7000
F +44 (0)161 957 7111
Minicom +44 (0)161 957 7188
www.britishcouncil.org

Our Ref R2.06
Tel +44 (0)161 957 7671
E-mail Delphetraq@britishcouncil.org

Ms Sian Williams
School of Medicine
Room UGT153, Upper Ground Floor
Main Building Heath Park Campus
Cardiff University
Cardiff
CF14 4XN

22nd November 2010

A/02417 – DelPHE Iraq

Dear Ms Sian Williams

Contract Amendment no 1

This letter outlines a first contract amendment to the agreement dated 5th November 2010 between the British Council (The Council) and Cardiff University (the Lead Institution).

Insert:

'Travel to Iraq'

Clause 48: The Lead Institution and any of its personnel who wish to travel to Iraq will not come under the responsibility of the Council for any part of their visit. For clarification, this includes with regard to travel arrangements, visas, security, insurance or welfare of Lead Institution staff.

Clause 49: The Council will provide information for travellers to the Erbil region within Kurdistan on the DelPHE Iraq Project website at www.britishcouncil.org/delph-iraq. In addition, Foreign and Commonwealth Office advice on travel to all regions in Iraq outside of Kurdistan will also be published on the website and can also be found at www.fco.gov.uk

Clause 50: If travellers want to travel to Iraq and undertake either the Security in High Threat Posts or Hostile Environment Training courses provided by the Foreign and Commonwealth Office, then part of the grant award disbursed by the Council can be used to cover all or part of any associated costs provided that the total figure does not exceed 5% of the total grant award. No further monies will be available to cover this training. The training course details can be found at www.britishcouncil.org/delph-iraq and the Council requires prior notification of any planned attendance at training courses.

Clause 51: The Council requires that the Lead Institution inform them at least one calendar month prior to any visit to Iraq.



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Clause 52: By signing this amendment, the Lead Institution accepts that any of their personnel travel to Iraq entirely at their own risk.

All other clauses in the Agreement shall remain as before.

Signed for and on behalf of the British Council:

Signature:
Name: Beth Everitt
Position: Customer Service Manager
Date:

Signed for and on behalf of the Lead Institution:

Signature: 
Name: S. ALLIN
Date: 11/1/11